no excuse to the defendant for failure to supply such shelter as the conditions of climate would cause a man of ordinary prudence to furnish. It has been held that if an agreement has been made whereby the agistor is to supply the stock with a certain variety of food or to provide shelter of a particular description, such stipulations obviate the necessity of the agistor's exercising ordinary care, as to the things agreed upon, and he is required only to fulfil his agreement. *Bunnell* v. *Davisson,* 85 Ind. 557. According to the common law and also the Roman law, the agistor was required to possess reasonable skill in addition to reasonable diligence; and he was held guilty of negligence in case he failed to possess the requisite knowledge of his business. STORY ON BAILMENTS, § 443. If the agistor breaks his contract and, in consequence, damage to the stock results, the agistor is liable even though the breach was but remotely the cause of the injury. *McMahon* v. *Field,* 7 Q. B. Div. 591.

BANKRUPTCY—TRADING CORPORATIONS—HOTELS.—The United States Hotel Company was engaged in operating a hotel known as the "Weddell House" in Cleveland, Ohio, in connection with which it kept a barroom where liquors, etc., were sold. A petition for involuntary bankruptcy being filed against the corporation the question arose as to whether a general hotel business is such a "trading or mercantile" occupation as will make it amenable to involuntary bankruptcy proceedings. *Held,* that a hotel company is not principally engaged in trading or mercantile pursuits within the meaning of § 4 b of Bankr. Act of 1898, ch. 541 (U. S. Comp. St. 1901, p. 3423). *In re United States Hotel Co.* (1904), C. C. A. Sixth Circuit, 134 Fed. Rep. 225.

The question as to what occupations are to be classed as trading or mercantile pursuits is a perplexing one in American bankruptcy law. The decisions are so inconsistent that even a marked tendency of any sort is wanting. The question whether inkeepers belong to this category was squarely raised in the case of *In re Ryan,* 2 Sawyer 411, 5 Leg. Gaz. 263, 21 Fed. Cas. No. 12183, where the respondent, who kept a tavern and bar, was adjudged a trader within the meaning of that term as used in the Bankruptcy Act of 1867 (14 Stat. 537), and hence held subject to proceedings in involuntary bankruptcy. This case seems to have been overlooked, however, in the decision of the principal case. A like conclusion is reached in the cases of *In re Barton Hotel Co.,* 12 Am. Bankr. Rep. 335, and *In re San Gabriel Sanitorium Co.,* 95 Fed. Rep. 271; but in the former the court laid stress on the fact that the receipts from a café and bar largely exceeded those from rental of rooms. *In re Morton Boarding Stables,* 108 Fed. Rep. 791, 5 Am. Bankr. Rep. 763, following *In re Odell,* 9 Ben. (U. S.) 209, 18 Fed. Cas. No. 10, 426, 17 Nat. Bankr. Reg. 73, held that the owner of livery and boarding stables was engaged in trading or mercantile pursuits. See also *Campbell* v. *Fink,* 2 Duval (Ky.) 107, *In re Sherwood,* 9 Ben. (U. S.) 66, 17 N. B. R. 112, 21 Fed. Cas. 12773, and COLLIER ON BANKRUPTCY (5th ed.), p. 64. The following English and Canadian authorities support the decision of the court in the principal case: *Luton* v. *Bigg, Skinner* 267, 291; *Willitt* v. *Thomas,* 2 Chitty 691; *Harmon* v. *Clarkson,* 22 U. C. Com. Pl. 291; *Newton* v. *Trigg,* 1 Showers 96. See also *In re Chesapeake Oyster and Fish Co.* (D. C.), 112 Fed. Rep. 960.